

Solicitation No. HP632209

Amendment No: 2

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Solicitation Due Date: March 7, 2007 3:00 P.M.

A signed copy of this amendment must be submitted with your Solicitation Response.

# ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams, Room 303 Phoenix, AZ 85007 (602) 542-1040 (602) 542-1741 fax

Contact: Karen Boswell

This Solicitation is amended as follows. Refer to pages 2 through 15.		
Vendor hereby acknowledges receipt and understanding of above amendment		The above referenced Solicitation Amendment is hereby executed this 6th day of February, 2007 in Phoenix, Arizona.
Signature	 Date	
Name and Title:		Signature
Name of Company:		Title: Christine Ruth, Deputy Procurement Administrator

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# The Uniform Instructions are hereby incorporated into this Solicitation Amendment (please see attachment)

#### G. EVALUATION CRITERIA:

In accordance with A.R.S. §41-2534, competitive sealed proposals, an award will be made to the responsible Offeror whose proposal is determined to be the most advantageous in managing and administering the behavioral health programs and services as defined in the Scope of Work and Special Terms and Conditions Section of this RFP. Capitation rates shall not be a factor in the proposal evaluation as ADHS has conducted an analysis and has specified the capitation rates within this solicitation. The objective of the RFP is to select a behavioral health managed care organization.

The following outlines the structure and content of the Offeror's proposal. Each proposal response will be evaluated based on the content of each section outlined below:

# A. Administration, Organization and Experience

- 1. Managed Care Experience with demonstrated success in operating or contracting with complex, publicly-funded behavioral health programs.
- 2. Experience providing services to other governmental clients and covered populations similar to ADHS and its covered populations, as demonstrated by:
  - a.) a flexible, responsive customer service approach that is highly ingrained in the organization,
  - b.) a cohesive, integrated management structure that allows for timely decisions at the local level, within a corporate framework that provides access to industry-leading tools, technology, expertise, and oversight
  - c.) a reputation for being responsive and reliable in executing decisions based on values consistent with the system delivery principles defined in this Contract.
  - d.) experience and demonstrated success in establishing partnerships with governmental clients to engage community leaders, stake holders, and providers in the delivery of an integrated system of care,
  - e.) human resources and management support necessary to effectively recruit and retain qualified staff,
  - f.) a commitment to the local communities in which it operates, as demonstrated by community reinvestment activities and regularly obtaining community input on local and regional needs,
  - g.) a reputation for being at the forefront of industry-leading initiatives that goes beyond national visibility and has translated into action at the local level, and
  - h.) innovative approaches to support culturally competent providers and consumers and family-operated organizations to become financially and programmatically successful;

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- 3. Experience and demonstrated success in service delivery to individuals with serious mental illness or the capacity to subcontract with an entity with the same experience and success during the period of time the Contractor transitions the care of the individuals from Direct Care Clinic Sites to Providers Network Organizations;
- 4. Experience and demonstrated success in service delivery to children with multiple child-serving state agency involvement or the capacity to subcontract with an entity with the same experience and success during the period of time the Contractor transitions the care of the children to Provider Network Organizations;
- 5. Experience and demonstrated success in direct oversight and operation of a centralized crisis response system, psychiatric recovery centers, detoxification centers or the capacity to subcontract with an entity with the same experience and success;
- 6. Experience and demonstrated success in the development, support and monitoring of vertically integrated networks for behavioral health services provided to children, youth, families and adults;
- 7. Experience and demonstrated success in creative approaches to implementing the principles of recovery and resiliency, including evidence of an organizational implementation culture that addresses the following elements:
  - a. Identifies and implements the preferences of individuals and families in the design of services and supports,
  - b. Facilitates the development of consumer-operated programs and use of peer support, including consumer/family teams for persons of all ages and behavioral health conditions.
  - c. Facilitates the development and utilization of natural supports,
  - d. Facilitates the use of self-management and relapse prevention skills,
  - e. Supports stable housing, and
  - f. Addresses the development and maintenance of healthy social networks and skills, employment, school performance or retirement activities;
- 8. Experience and demonstrated success I implementing Practice Guidelines that promote an evidence-based culture through provider training, fidelity monitoring, and flexible approaches to funding best practices;
- 9. Experience and demonstrated success in implementing program innovations that result in improved administrative and clinical outcomes, including increased access to care by traditionally underserved populations, community tenure, behavioral health-physical health integration and integrated assessment and service delivery for both co-occurring mental illness and substance use disorders and co-occurring mental illness and developmental disabilities;
- 10. A focus on continuous quality improvement with strategies that:
  - a. Drive accountability and performance,
  - b. Contain valid, reliable metrics for outcome measurement,

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- c. Monitor the impact of clinical and other service decisions on behavioral health recipient and provider satisfaction and outcomes, and
- d. Provide adequate oversight of staff making clinical decisions through initial orientation, ongoing training, and formal clinical supervision to ensure that the skills of clinical staff are consistent with best practices while continuously improving.
- 11. Administrative efficiency through technology, including:
  - a. A supportive and responsive Information Technology (IT) department,
  - b. Automated systems for detection of suspected fraud and abuse,
  - c. Data-driven approaches to operationalizing key Contract requirements, including individualized service plans, treatment/service plans, crisis plans, advance directives, network adequacy, UM, and outcomes monitoring,
  - d. Experience and demonstrated success in automated linkages to client information for transmission of large data files, such as timely, accurate transmission of encounter files,
  - e. Safeguards to protect the confidentiality of protected health information,
  - f. Experience and demonstrated success in integrating and managing large complex data sets,
  - g. Technology supports that drive accurate, timely claims administration, and
  - h. Industry-leading reporting capabilities; and
- 12. A proven track record of being accountable to performance requirements under large, complex contracts, including:
  - a. Examples of successful achievement of performance thresholds on guarantees that embody the system principles outlined in this Contract,
  - b. Acceptance of performance measures, thresholds, and other requirements described in this Contract, and
  - c. Capability to update performance measures as industry standards and program requirements evolve.
- **B.** Collaboration and Performance
- C. Implementation
- **D.** Community Input and Reinvestment
- E. Management Information Systems (MIS)
- F. Managing Care
- **G.** Finance and Rates
- H. Service Delivery System. Network Development and Network Management
- I. Quality Management, Grievances, and Appeals Compliance
- J. Conformance to Special Terms and Conditions and RFP Requirements

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# QUESTIONS FOR SOLICITATION AMENDMENT

- **Q.** B(2)f Proposal Format, p. 10 Is it acceptable to submit some attachment materials in Adobe Acrobat if they are not available in a Microsoft file format?
- A. No, please provide all materials in Microsoft file formats.
- **Q.** C.8.c Case Management and Clinical Liaison, p. 52 Does the provision of segregated case management services to persons with SMI refer to services provided by a case manager only, or services provided by the case manager, prescriber, RN and clinical liaison?
- A. <u>The provision of segregated case management services to persons with SMI refers to services provided by the person's assigned case manager.</u>
- Q. In addition, are all members of the ACT Team to be employed by one organization?
- A. All members of the ACT Team are to be employed or contracted by one organization.
- **Q.** The text on page 10 states that Attachment D is to be completed. Page228, item 7 states, "Provide a statement that the Offeror has chosen to either accept the capitation rates presented in Exhibit B- Capitation Rates. . ." Page 255, Attachment D, is the capitation rate schedule and there does not appear to be any information requested from Offerors. Page 256, also identified as Attachment D, is a questionnaire/form regarding MBE/WBE/Small Business status. There is also an Exhibit B: Capitation Rates. Please clarify how Attachment D is to be included in the proposal.

# A. <u>Please include Attachment D in its entirety and complete the requested information on page 2</u> of Attachment D.

- **Q.** Page 18 states, "Specifically, the contractor shall: c. subcontract for and oversee the administration of the following services:. .." Page 32 states, "The Contractor shall deliver and administer the following:..." Please clarify the statements subcontract for and oversee and deliver and administer.
- A. The Contractor shall establish, operate, monitor and manage the following:
  - i. Correctional Officer/Offender Liaison (COOL) Program Contract Administration;
  - ii. Housing Development and Management Contract Administration;
  - iii. Employment Development and Management Contract Administration;
  - iv. <u>Maricopa County Jail Diversion Program and Mental Health/Drug Court Program</u>
    Administration;
  - v. Pharmacy Benefits Management Administration;
  - vi. Laboratory and Radiology Services Contract Administration;
  - vii. PASRR Evaluation Contract Administration;
  - viii. Sign Language, Translation and Interpretation Contract Administration; and
  - ix. SAPT Block Grant and CMHS Block Grant Administration.

The Contractor may subcontract with providers for delivery of services related to items i. through ix. above; however, the programs/services/grants will be managed by the Contractor and not through a PNO or the Crisis Response Network.

**Q.** Page 18-19 states, "Specifically, the Contractor shall:... h. for the duration of the Contract, conduct Eligibility Determination Assessments to determine if individuals meet the statutory criteria for having a serious mental illness:..."

It is our understanding that there is not an Eligibility Determination Assessment, but rather an assessment is used for making an eligibility determination.

Page 30 states, "The Contractor, Provider Network Organizations (PNOs) or qualified service providers shall complete a comprehensive assessment for each enrolled behavioral health recipient..." Page 32 states, "ADHS intends through this Contract, to separate the provision of direct service delivery from the behavioral health manage care vendor."

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Page 45 states, "Serious Mental Illness Eligibility Determination Assessments - The Contractor shall conduct eligibility assessments to determine if an adult meets the statutory criteria for serious mental illness services. The contractor shall conduct assessments in compliance with the Serious Mental Illnesses Eligibility Determination Policy..."

Please clarify if it is intended that the RBHA conduct assessments?

- A. The RBHA and/or qualified service providers may conduct assessments.
- **Q.** Would it be permissible for providers to conduct assessments that would be used by the RBHA to make eligibility determinations?
- A. Yes. See Provider Manual Section 3.10 SMI Eligibility Determination.
- **Q.** Page 41 states, "... the Contractor shall coordinate with... to determine if the individual is eligible for Title XIX and Title XXI services or eligible for services for person with serious mental illness, but not yet enrolled. If so, the contractor shall conduct an evaluation to determine if the person meets the criteria for serious mental illness and arrange for..."

Please clarify regarding how the Contractor is to coordinate with the PNO to determine a person's eligibility for services for persons with a serious mental illness prior to conducting an eligibility determination.

- A. When the PNO is delivering services to a person who has not been determined to have a serious mental illness, and the PNO has information indicating that the person may have a serious mental illness, the PNO and the Contractor must coordinate to ensure the behavioral health recipient is assessed for SMI eligibility determination and medically necessary covered behavioral health services.
- **Q.** Page 32 states, "The Contractor shall directly perform the following managed care services and other related program administrative function: ... iv. Network Development and Management including 1) Crisis Response Network,... 3) Qualified Service Providers, including Level I Inpatient Hospitals, Level I Subacute Facilities..."

Page 34 states, "The Crisis Response Network shall provide the following services: " ii. Level I Crisis Stabilization Services... iii. Pre-petition Screening and Court-Ordered Evaluations"

Please clarify if the Contractor is to contract with Level I Subacutes (provider Type BS and B6) both through the Crisis Network and directly.

- A. <u>The Contractor shall contract with Level I Subacutes for detoxification and psychiatric inpatient services (B5 and B6). The Crisis Response Network shall not contract with Level I Subacutes for detoxification and psychiatric inpatient services (B5 and B6).</u>
- **Q.** Please clarify if the Contractor is to contract with Level I Subacutes (provider Type BS and B6) directly and have the CRN contract with Level I Crisis Services (Provider Type B7).
- A. <u>The Contractor shall contract with Level I Subacutes for detoxification and psychiatric inpatient services (B5 and B6). The Contractor shall not contract with Level I Crisis Services providers (B7). The Crisis Response Network shall contract with Level I Crisis Service (B7) providers.</u>
- **Q.** Please clarify regarding the ability of the Crisis Response Network to perform Court-Ordered Evaluations in Level I Inpatient facilities given that the Contractor will directly contract with Level I Inpatient facilities.
- A. The Crisis Response Network shall have the ability to perform Court Ordered Evaluations in Level I Inpatient facilities.
- **Q.** Page 32 states, "The Contractor shall directly perform the following managed care services and other related program administrative functions: i. Credentialing and Privileging..."

  Page 78 states, "Unless approved in advance by ADHS, the Contractor shall not delegate credentialing and privileging of providers.

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Please clarify if credentialing and privileging can be delegated to providers who want to perform this function.

- A. <u>Credentialing and privileging shall not be delegated to providers who want to perform the function unless approved in advance by ADHS.</u>
- **Q.** Page 34 states, "The Crisis Response Network shall provide the following services: 1. Crisis intervention and resolution via 1) Telephone. . . "

Page 34 states, "The PNOs shall be the first to respond to enrolled behavioral health recipients experiencing a behavioral health crisis, but shall not be responsible for inpatient services or mobile crisis response."

Page 40 states, "The Contractor shall require the Crisis Response Network to maintain... with one (1) toll-free crisis telephone number. The crisis telephone number shall be widely publicized within the GSA,"

Please provide clarification of the PNOs as first responders and ADHS' intention of how this is to interface with the one toll-fee crisis telephone number that is to be operated by the CRN.

- A. <u>PNOs are responsible for delivering covered behavioral health services to behavioral health recipients.</u>
- **Q.** Page 52 states, "The Contractor shall require each PNO to directly provide case management services through case managers assigned to each person with a serious mental illness. The Contractor shall require the PNO to segregate the delivery of case management services from all other services delivered by the PNO."

Page 58 states, The Contractor shall require each Child's PNO to employ case managers to deliver case management services to Title XIX and Title XXI eligible High Complexity / High Intensity Children... The Contractor shall require the Children's PNO to segregate the delivery of case management services from all other services delivered by the Children's PNO."

Please clarify what is meant by segregate case management services.

- A. Case management services are delivered to persons with serious mental illness and high complexity/high intensity children by case managers employed or contracted by the PNO. The PNO may subcontract with a single qualified service provider that delivers case management services through assigned case managers to persons with serious mental illness and a single qualified service provider that delivers case management services through assigned case managers to high complexity/high intensity children. If the PNO delivers covered behavioral health services other than case management services, the PNO must organize its service delivery so that case management services delivered by a case manager are separate from the part of the PNO organization that delivers services other than case management.
- **Q.** Page 216 states, "8. Indicate whether the Offeror has received a Notice to Cure, Corrective Action Plan, or other written notification that Offeror's performance for a public sector, managed care contract required corrective action..."

Please clarify if ADHS is wanting information at the individual behavioral health recipient level (e.g. grievance and appeals) or for the system level issues only.

- A. ADHS is requesting information regarding system level and/or individual behavioral health recipient issues that resulted in a customer requiring a Corrective Action Plan or sending a Notice to Cure to the Offeror to obtain satisfactory resolution. The Offeror's response should not include corrective action plans generated and resolved by the Offeror in response to a grievance, appeal or other routine quality improvement activity.
- **Q.** It appears there are two different standards/thresholds regarding when vital materials should be translated.

Is there a distinction between translating materials and vital materials as required by the current RBHA contract?

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A. <u>Scope of Work Section F. Customer Services 5. Member Information 2<sup>nd</sup> paragraph is replaced in it's entirety by the following:</u>

All materials shall be translated into another language when the Contractor is aware that the other language is spoken by three thousand (3,000) or ten percent (10%), whichever is less, of the behavioral health recipients in a geographic region who also have Limited English Proficiency. All vital materials shall be translated into another language when the Contractor is aware that the other language is spoken by one-thousand (1,000) or five percent (5%), whichever is less, of the behavioral health recipients in a geographic region who also have Limited English Proficiency. Vital materials include, at a minimum, notices for denials, reductions, suspensions or terminations of services and consent forms.

All written notices informing persons of their right to translation or interpretation services shall be translated when the Contractor is aware that one-thousand (1,000) or five percent (5%), whichever is less, of the behavioral health recipients in a geographic regions speak that language and have Limited English Proficiency.

- **Q.** Page 124 states, "...additionally, the CMO shall be involved in: ii. physician recruitment..." Given that the PNOs and CRNs will be developing their network, please clarify the role of the CMO in physician recruitment.
- A. <u>The Contractor's CMO is responsible to recruit physicians to carry out the Contractor's functions and requirements.</u>
- **Q.** Pages 175-180 contain documents that are specific to the operations of the Maricopa behavioral health system and others are partially or peripherally related. For example, the AHCCCSA Health Plan Psychiatric Medication Formulary by and entire AHCCCS Medical Policy Manual are not in their entirety applicable to the delivery or management of behavioral health services.

Please clarify how to distinguish what the Contractor will be held accountable for under this contract as it relates to the Documents Incorporated by Reference that are not entirely associate with the management of the behavioral health delivery system?

- A. <u>The Contractor shall be held accountable for the requirements contained in the documents that apply to the behavioral health system.</u>
- **Q.** Further, please provide information on ADHS' monitoring of the Contractor regarding these aforementioned Documents Incorporated by Reference.
- A. See the Scope of Work Section J Compliance.
- Q. Page 53 states, "The Contractor shall supplement the ADHS/DBHS Provider Manual template where applicable to require the PNOs to: ..."

Page 59 states, "The Contractor shall require the Children's PNOs to create and implement polices and procedures that address..."

Please clarify ADHS' intention for how the ADHS/DBHS Provider Manual is to be utilized by PNOs and through out the system and how additional, if any, PNOs policies are to interface with the Provider Manual.

A. Provider Network Organizations will utilize the Contractor-specific version of the Provider Manual for the provision of covered behavioral health services (see Scope of Work, Section C. Covered Behavioral Health Services and Managed Care Service Delivery, 1.c.). The Contractor may add Contractor-specific policies in Section 10 of the Provider Manual that the Contractor requires.

Additionally, PNOs may add content to the Provider Manual to comply with the Office of Behavioral Health Licensure (OBHL) requirements (see ADHS/DBHS Policy Clarification Memorandum: Provider Manual OBHL Requirement Additions: <a href="http://www.azdhs.gov/bhs/provider/policy\_memos.htm">http://www.azdhs.gov/bhs/provider/policy\_memos.htm</a>).

Policies utilized by PNOs may be detailed and specific to requirements established by the Contractor; however, PNO policies must not be contrary or redundant to content already established in the ADHS/DBHS Provider Manual and Contractor edition of the Provider Manual.

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**Q.** C.9. PNO Service Delivery Requirements for Services Delivered to Children, and Definitions, p. 55 & 273 The description of what constitutes a Children's PNO as contained in paragraph C.9.a., specifically that all current Comprehensive Service Providers are provider network organizations, contradicts the definition contained on page 273. Will the state please clarify the State's definition as to what constitutes a Children's PNO?

A. "Children's PNO" means an entity comprised of providers that enroll behavioral health recipients and collectively deliver a continuum of covered behavioral health services throughout Maricopa County to children and families pursuant to an individualized comprehensive service plan.

**Q.** Page 68 states, "The Contractor shall:... c. As of the contract Start Date, subcontract with qualified service providers to deliver covered behavioral health services to general mental health and substance abuse populations and to supplement services at the PNOs, including psychiatric inpatient hospitals;" Page 71 states, "b. Transition Stage II: Adults [GMH and SA]... Within thirty-six (36) months after the Contract Start Date, the Contractor shall require at the PNOs ... During the interim period when the PNOs are not delivering covered behavioral health services to the GMH and SA populations the contractor shall maintain a network of qualified service providers to serve these populations."

Please clarify what is meant by to supplement services at the PNOs as of the Contract Start Date yet the GMH and SA populations will not be being served by the PNOs at the point of Contract Start.

- A. The solicitation allows for the GMH and SA populations to be included in the PNOs as of the Contract Start Date but in no case later than the end of the thirty-sixth month after the contract start date. Until the GMH and SA populations are served through PNOs, the Contractor shall maintain a network of qualified service providers to serve these populations.
- **Q.** Page 157 states, "The Contractor shall receive monthly capitation payments on the first day of the month for each AHCCCS Title XIX and Title XXI person..." Further on in the paragraph the text states, "The Contractor shall receive the monthly capitation payment on or before the tenth (10<sup>th</sup>) working day of the month. These two statements seem to be in conflict. The first sentence says payment on the first of the month, while the second statement says by the 10<sup>th</sup> of the month.

Please clarify when payments will be made.

A. Scope of Work Paragraph M Finance and Rates 1.a. Title XIX and Title XXI Capitation Payments first sentence is replaced in its entirety with the following:

The Contractor shall receive monthly capitation payments based on the number of AHCCCS Title XIX and Title XXI persons eligible on the first day of the month.

**Q.** Page 80 states, "The Contractor shall select qualified service providers to subcontract with the Contractor, The Crisis The Crisis Response Network, and the PNOs."

Please clarify if it is ADHS' intention that the Contractor selects providers for the CRN and PNOs or will the CRNs and PNOs have the ability to select their own providers that meet qualifications.

- A. <u>The Crisis Response Network and the PNOs have the ability to select their qualified service</u> providers.
- **Q.** The Network Transition section outlines the transition stages related to services for persons with a serious mental illness, adults with GMH and SA conditions and children PNOs. There is not description and timeline for the transition of the crisis services to a Crisis Response Network.

Please provide clarification on the transition timeline requirements for a Crisis Response Network.

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- A. <u>The Crisis Response Network must be fully operational as of the Contract Start Date. Please also refer to the implementation dates for the Psychiatric Recovery Centers and the Detoxification Center.</u>
- Q. C.7.e. iii Housing, p. 46 Will the state provide a definition of housing services?
- A. "Housing Services" means services provided to assist individuals or families to obtain and maintain housing in the community. Housing Services includes homes or apartments that are owned, leased or subsidized with funds provided by ADHS. Housing Services may also include rent and utility subsidies, eviction prevention initiatives and relocation services to a person or family for the purpose of securing and maintaining housing.
- **Q.** Page 47 states, "The Contractor shall require its housing subcontractor to meet the requirements listed above as well as the following requirements: iii. Develop and maintain a semi-annual monitoring plan for all Office of Behavioral Health Licensure (OBHL) residential living programs..."

  The RFP does not appear to specifically state what entity (Contractor or networks) is to contract with Level II and Level III residential behavioral health services or adult foster care homes.

Please clarify that the Contractor or PNOs are permitted to contract for Level II and III residential behavioral health services or adult foster care homes.

- A. The PNOs are to contract for Level II and Level III residential behavioral health services or adult foster care homes.
- **Q.** If so, would it be possible to remove the requirement that the housing subcontractor specifically monitor these settings?
- A. Scope of Work Covered Behavioral Health Services and Managed Care Service Delivery Paragraph 7. Specific Service Components e. Housing Services and f. Annual Housing Plan, Housing Committee and Disclosures are stricken and replaced in their entirety with the following:

#### e. Housing

The Contractor shall develop and manage a housing continuum for behavioral health recipients with a serious mental illness (Title XIX/XXI and Non Title XIX/XXI), Title XIX/XXI general mental health and substance abuse behavioral health recipients and

Title XIX/XXI transition age youth, i.e. youth ages 18 through 24 years inclusive. The Housing Continuum shall include a range of options based upon individual needs. For behavioral health recipients with serious mental illness, the Contractor shall comply with the requirements in the ADHS/DBHS Strategic Plan for Housing for Maricopa County. The Contractor shall subcontract with a Community Development Corporation or other non-profit entity within two (2) months of the Contract Start Date to manage the federal dollar for dollar cash match in the form of housing related support services committed to local non-profit organizations under the HUD Homeless Continuum of Care housing program. The Contractor shall include a continuum of housing options, housing advocacy, networking and resource development as part of a unified and well-coordinated housing program at the RBHA. The Contractor shall submit a plan that outlines the steps and time frames for contracting with a Community Development Corporation or non-profit entity to manage the federally mandated cash match in the form of housing related support services committed to local non-profit organizations as part of their Network Transition Plan described in the Network Development and Management Section of this Contract.

For the interim period, prior to subcontracting with a Community Development Corporation or non-profit entity, the Contractor shall:

i. on an interim basis, work closely with the current non-profit entity, HUD and ADOH to assure that any written commitments of funding of grant funded contracts to local non-profits are continued and that all commitments are met. During the interim period, the Contractor shall be active in the HUD Continuum of Care process, in accordance with the

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AHDS/DBHS Strategic Plan for Housing for Maricopa County for Individuals with a Serious Mental Illness, to assure all housing providers are accountable to funding agencies as required under the assigned contract and to assist non-profit organizations in pursuing the renewal of existing housing grants and develop new housing funding resources;

- ii. cooperate with any other entity under contract or partnership with ADHS that is administering a supplemental housing or homeless outreach program for ADHS for persons with a serious mental illness, including at a minimum, a subcontractor that is administering a PATH grant for ADHS;
- <u>iii.</u> <u>utilize all housing units previously purchased in the GSA, including units acquired</u>

  <u>through the use of HB2003, Arnold vs. ADHS and ComCare Trust funding for purposes of providing housing for persons with a serious mental illness; and</u>
- iv. <u>contract with the property management companies under the sponsor-based, tenant-based and project-based housing program currently under the assigned contract.</u>

The Contractor shall meet the requirements listed above as well as the following requirements:

- i. maintain a dedicated staff of housing professionals with technical knowledge to collaborate with behavioral health and community housing providers;
- ii. maintain a monthly accounting of all behavioral health recipients in its housing program and of its housing and service providers, which is updated monthly;
- iii. develop and maintain a semi-annual monitoring plan to conduct housing quality inspection standards tailored to HUD requirements that have been adopted by ADHS/DBHS including the physical plant, taking into account the privacy needs of individual residents as well as the privacy of individuals who live independently. The Contractor shall conduct more frequent monitoring and require corrective action plans for housing projects that have been found to be non-compliant with housing quality standards;
- iv. coordinate with the PNOs serving individuals with serious mental illness to provide individuals residing in unlicensed board and care homes and licensed supervisory care homes with opportunities for more independent living:
- v. any previously purchased properties and/or those with a current purchase contract for real property or buildings and improvements to buildings ("the property") purchased by local non-profit organizations under contract with the Contractor, with funds provided by ADHS under the Contract, excluding net profits earned under the Contract
- 1) a use restriction in the deed and reversionary clause, and
  - 2) covenants, conditions, or restrictions, or
  - 3) another legal instrument subject to prior written approval by ADHS that requires the property to be used solely for the benefit of behavioral health recipients; and
- vi. meet monthly with the Subcontractor's Key Personnel and interested groups, organizations, or individuals identifying themselves as advocates to discuss housing.

# f. Annual Housing Plan, Housing Committee, and Disclosures

Within the first sixty (60) days of each new fiscal year, the Contractor shall submit an Annual Housing Spending Plan for development, maintenance, use, and acquisition of housing properties in a format specified by ADHS. The Annual Housing Spending Plan is subject to approval of the ADHS Housing Review Committee. The Contractor shall submit proposals for purchase or acquisition of housing to the Housing Review Committee for approval prior to awarding local non-profit organizations under contract with the Contractor, with funds to purchase new housing projects. The Contractor shall include provider requirements for needed recovery support services to be delivered onsite, if needed, in addition to treatment, medication, and case management services consistent with the needs of tenants in all purchased or leased units in the housing continuum.

Notwithstanding the funding source used, prior to the purchase of any new property, the Contractor shall submit a Notice of Real Property Transactions, including the following:

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 Disclosure to ADHS of the funding source used to purchase the property that clarifies whether the purchase is to be made with funds provided by ADHS under the Contract, with funds from net profits earned under the Contract, or other funds;

ii. Disclosure to ADHS of the financing arrangements made to purchase the property; and ii. If the property is purchased with funds provided by ADHS under the Contract, submit to ADHS, for prior approval, a property acquisition application consistent with the prior approved Housing Spending Plan which will contain the use restrictions and covenants, conditions or restrictions, rule of eight (8) waiver, or another legal instrument that ensures the property is used solely for the benefit of behavioral health recipients and that failure to comply with the use restrictions allows the State to take title to the property or otherwise enforce the restrictions.

Response: Agree , Agree with Deviations , or Disagree (If Offeror marked "Disagree" or "Agree with Deviations," please provide the rationale and any alternative provision to which Offeror would agree.)

Note: The property acquisition application referenced in 7.f.iii. above has been posted to the Maricopa County Behavioral Health Services RFP Bidder's Library.

Two acronyms have been added to the Special Terms and Conditions Section N. Definitions as follows:

"HUD" means the United States Department of Housing and Urban Development (HUD), a department of the federal government that provides funding for housing and housing support programs.

"ADOH" means the Arizona Department of Housing (ADOH), a, Arizona state agency devoted solely to housing which opened in October 2002 to administer various housing programs including the State Housing Trust Funds, Shelter Plus Care, and Low Income Targeted Tax Credits.

- **Q.** We have obtained the data files via the secure web link. Please provide an explanation for each of the fields that are in the encounter, demographic, and grievance and appeals text files.
- A. <u>See numbers 4, 6 and 7 of Special Terms and Conditions Section E Documents Incorporated by</u> Reference.
- **Q.** In addition, where a code is present please provide a code crosswalk to explain such codes (for example in the encounter data there are codes in the Provider ID, Provider Type, Cat, Subcat, etc.)
- A. See the CIS File Layout and Specifications Manual at the following link:

  <a href="http://azdhs.gov/bhs/cis.pdf">http://azdhs.gov/bhs/cis.pdf</a> A cross walk of encounter data codes other than those in the CIS File Layout and Specifications Manual will be posted on the Maricopa County Behavioral Health

  Services RFP Bidder's Resource Materials page by close of business Monday January 29, 2007. A code crosswalk will not be provided for the grievance and appeal files.
- **Q.** A.2.c.vii. Please define the scope of radiology. States that the Contractor shall be responsible for "vii. Laboratory and Radiology Services" services that will be required under this contract. Which populations are eligible for these services?
- A. All populations are eliqible for laboratory and radiology services.
- **Q.** Do these requirements refer to all Maricopa County residents or just eligible members?
- A. The Crisis Response Network delivers crisis services to all persons physically located in Maricopa County.
- **Q.** Section C.7.a. of the RFP States that the RBHA must provide: At least four (4) Level I, Psychiatric Recovery Centers (PRC) able to assess and respond to urgent behavioral health issues.

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Please clarify if the requirement is to provide at least four (4) adult PRCs and one child/adolescent PRC (five PRCs in total) or at least four (4) PRCs in total, including one child/adolescent PRC.

- A. <u>The requirement is for at least four (4) Psychiatric Recovery Centers in total; at least one shall serve children and adolescents.</u>
- **Q.** Point f. iv reads 'two additional outpatient providers'. Please confirm that this should read 'two additional outpatient clinics'
- A. Point f.iv. should read "two additional outpatient clinics".
- **Q.** The last sentence of this paragraph states that "the Contractor may receive some funds according to an alternative payment schedule." What amount of payments would be subject to the alternative payment schedule and what would the alternative payment schedule entail?
- A. <u>Scope of Work Section M Finance and Rates 1.b. Non-Title XIX and Non-Title XXI Payments is amended to strike the following sentence:</u>

When applicable, the Contractor may receive some funds according to an alternative payment schedule.

- **Q.** Does the recoupment section apply to the subcontracted PBM?
- A. The Contractor and its subcontractors are subject to the recoupment provisions and requirements.
- **Q.** Are there pharmacies and/or in office prescribers that will be mandated to be included in the Pharmacy network?
- A. No.
- **Q.** The performance bond requirement is 80% of the first months Title XIX/XXI and Non-Title XIX/XXI payment. However, the Financial Reporting Guide states 110%. Which is required?
- A. <u>Eighty percent (80%) of the first month's payment is the amount required for the performance bond for Maricopa County.</u>
- **Q.** Please explain whether the term that is referred to in the following sentence applies to the length of time of the effectiveness of the LOC or the amount of the LOC "Upon approval, the Contractor may substitute an irrevocable letter of credit to meet the performance bond requirement provided the irrevocable letter of credit covers the entire fiscal year plus an additional twelve months following the fiscal year-end".
- A. The irrevocable letter of credit must cover the length of time and the amount.
- **Q.** Section notes that service expense percentages "may be adjusted for effective tax rate." Please explain how taxes would impact the calculation of compliance with minimum and maximum service expense requirements?
- A. <u>Scope of Work Section M Finance and Rates 8. Other Financial Performance Standards b.</u>
  <u>Service Expense Percentage paragraph iii is amended to the following:</u>

Total Non-Title XIX and Non-Title XXI Service Expense divided by total Non-Title XIX and Non-Title XXI revenue shall be no less than eighty-eight point eight percent (88.8%).

- **Q.** Can the State please provide a copy of the current network inventory format for use as a template in developing a response to this guestion?
- A. The Offeror must complete Attachment B of the solicitation. The current network inventory format template is not required for this question.
- **Q.** What existing relationships exist between hospital pharmacies and outpatient pharmacies to encourage the transition of patients from inpatient to ambulatory care?

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- A. <u>ADHS does not have this information</u>. The Contractor must establish relationships between hospital pharmacies and outpatient pharmacies.
- **Q.** Specifically, are inpatient pharmacies part of the outpatient pharmacy network, and do they process "take home" medications as an outpatient prescription?
- A. ADHS does not have this information. The Contractor must establish pharmacy requirements through its contracts with inpatient and outpatient providers.
- **Q.** Are "take home" prescriptions considered part of the per diem expense or part of the outpatient pharmacy expense?
- A. <u>The Contractor must establish pharmacy and prescription requirements through its contracts with inpatient providers.</u>
- **Q.** Is there an existing coordination between inpatient and outpatient drug use prescribing guidelines and formulary decisions?
- A. <u>The Contractor must establish coordination guidelines through its contracts with inpatient and outpatient providers.</u>
- Q. The item asks, Describe any Practice Guidelines for utilization of care that the Offeror proposes to use in addition to those required by ADHS. We are aware at the state's website http://www.azdhs.gov/bhs/guidance/guidance.htm there is a section entitled "Clinical Practice Guidelines." We assume this is equivalent to Practice Guidelines, as defined on page 224 of the RFP. There are three specific Clinical Practice Guidelines linked (Phases and Activities of the Wraparound Process, Treatment of Patients with Acute Stress Disorder and Posttraumatic Stress Disorder, and Treatment of Bipolar Disorder) and also linked are the entire APA Practice Guidelines and the Expert Consensus Guidelines Series. Are the Practice Guidelines currently required by ADHS the three specific Clinical Practice Guidelines listed, or those three plus all of the APA and Expert Consensus Guidelines?
- A. <u>Practice Guidelines required by ADHS are the ADHS/DBHS Clinical Guidance Documents which</u> are incorporated by reference into the Solicitation.

The language in the Scope of Work G/ Management of Care 2. Practice Guidelines, 1<sup>st</sup> paragraph, 1<sup>st</sup> sentence on page 108 is stricken and replaced in its entirety with the following:

The Contractor shall adopt, disseminate and apply both ADHS/DBHS Practice Guidelines and others the Contractor chooses to adopt, consistent with CMS requirements in 42 CFR §438.236 and the ADHS/DBHS Clinical Guidance Documents (http://www.azdhs.gov/bhs/guidance/guidance.htm).

- **Q.** Does the State consider the Practice Improvement Protocols and Technical Assistance Documents listed under the Clinical Practice Guidelines to be Practice Guidelines, as defined on page 224 of the RFP?
- A. Yes.
- **Q.** Page 47 states, "The Contractor shall require its housing subcontractor to meet the requirements listed above as well as the following requirements: iii. Develop and maintain a semi-annual monitoring plan for all Office of Behavioral Health Licensure (OBHL) residential living programs..."

The RFP does not appear to specifically state what entity (Contractor or networks) is to contract with Level II and Level III residential behavioral health services or adult foster care homes.

Please clarify that the Contractor or PNOs are permitted to contract for Level II and III residential behavioral health services or adult foster care homes.

- A. <u>The PNOs are to contract for Level II and Level III residential behavioral health services or adult foster care homes.</u>
- **Q.** Page 163. RE: Scope of Work, Para. M. Finance and Rates, 5 Page 163 states, "Notwithstanding the CircularA-133 regulations restricting the inclusion of Medicaid programs, the Contractor shall include Title XIX and Title XXI as major programs for the purpose of this Contract."

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Circular A-133 as published in the Federal Register June 27, 2003 notes the following: "Medicaid payment to a subrecipient for providing patient care services to Medicaid eligible individuals are not considered Federal awards expended under this part unless a State requires the funds to be treated as Federal awards expended because reimbursement is on a cost-reimbursement basis".

Was the statement in the RFP intended to reference Title XXI?

#### A. The statement is intended to reference both Title XIX and Title XXI.

- Q. Pages 210 239 Several of the RFP questions (e.g. B.3.a.) require the Offeror to submit statistics for customers listed in A.3.c. In some instances, there are not statistics to report as the customers listed in A.3.a do not have the program requirement being requested in this RFP. In instances where the requested statistics do not exist for customers listed in A.3.c., is it permissible to provide statistics from the next largest contracts?
- A. It is permissible to substitute the next largest contract for which the Offeror provides the relevant program requirement if the Offeror identifies the customer(s) in A.3.c. for which they do not offer the program requirement and the customer that is substituted, and provides the information required in the chart in A.3.c. for the substitute customer.
- Q. The Proposal Content section page 233 states, "11. b. Submit a proposal for expanding geographic access in under-served areas of Maricopa County. Specifically, address the requirements outlined in subsection "f" of the Network Transformation section of the Contract and the requirement for at least two (2) outpatient clinics <u>per zip code</u>. ..." Please clarify if the language in the Proposal Content section should read two outpatient clinics <u>per underserved area</u> rather than two (2) outpatient clinics <u>per zip code</u>.
- A. The language in the Proposal Content section H.11. b. is stricken and replaced in its entirety with the following:

Submit a proposal for expanding geographic access in under-served areas of Maricopa County. Specifically, address requirements in Scope of Work D. Network Development 2. Network Transformation f.i. through iv. For Scope of Work D.2.f.iv., provide the days and hours of access for each of the outpatient clinics. If outpatient clinic hours do not provide adequate coverage, address how access will be improved. Limit two (2) pages.

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#### UNIFORM INSTRUCTIONS TO OFFERORS

- **A. Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
- 1. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to
  Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or
  Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or
  Contract Amendments, and any terms applied by law.
- 3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 4. "Contractor" means any person who has a Contract with the State.
- 5. "Days" means calendar days unless otherwise specified.
- 6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 7. "Offer" means bid, proposal or quotation.
- 8. "Offeror" means a vendor who responds to a Solicitation.
- 9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 10. "Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- 11. "Solicitation Amendment" means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- 12. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 13. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

#### B. Inquiries

- <u>Duty to Examine</u>. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2. <u>Solicitation Contact Person</u>. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

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# UNIFORM INSTRUCTIONS TO OFFERORS

- 3. <u>Submission of Inquiries</u>. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- 4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 5. <u>No Right to Rely on Verbal Responses</u>. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 6. <u>Solicitation Amendments</u>. The Solicitation shall only be modified by a Solicitation Amendment.
- 7. <u>Pre-Offer Conference</u>. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 8. <u>Persons With Disabilities</u>. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

#### C. Offer Preparation

- 1. <u>Forms: No Facsimile, Telegraphic or Electronic Mail Offers.</u> An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicated otherwise.
- 2 <u>Typed or Ink; Corrections.</u> The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- <u>Evidence of Intent to be Bound</u>. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

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# UNIFORM INSTRUCTIONS TO OFFERORS

- Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
  - i. <u>Invitation for Bids.</u> An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  - ii. <u>Request for Proposals</u>. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 5 <u>Subcontracts</u>. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 6 <u>Cost of Offer Preparation</u>. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 9 Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 9.1 <u>Employee Identification</u>. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 10 <u>Identification of Taxes in Offer.</u> The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

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# UNIFORM INSTRUCTIONS TO OFFERORS

- Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 12.1 Special Terms and Conditions;
- 12.2 Uniform Terms and Conditions;
- 12.3 Statement or Scope of Work:
- 12.4 Specifications:
- 12.5 Attachments:
- 12.6 Exhibits:
- 12.7 Special Instructions to Offerors:
- 12.8 Uniform Instructions to Offerors.
- 12.9 Other documents referenced or included in the Solicitation.
- 13 <u>Delivery</u>. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

#### D. Submission of Offer

- Sealed Envelope or Package. Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 2 <u>Offer Amendment or Withdrawal</u>. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4 <u>Non-collusion, Employment, and Services</u>. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
  - *i.* The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

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#### UNIFORM INSTRUCTIONS TO OFFERORS

*ii.* The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

#### E. Evaluation

- 5.1 <u>Unit Price Prevails</u>. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 2 Prompt Payment Discount: Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- 3 <u>Late Offers</u>. An Offer submitted after the exact Offer due date and time shall be rejected.
- 4 <u>Disqualification</u>. A Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 6.1 Waive any minor informality;
- 6.2 Reject any and all Offers or portions thereof; or
- 6.3 Cancel the Solicitation.

#### F. Award

- Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 2 <u>Contract Inception</u>. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 3 <u>Effective Date</u>. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

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# UNIFORM INSTRUCTIONS TO OFFERORS

#### G. Protests.

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 1.1 The name, address and telephone number of the protester;
- 1.2 The signature of the protester or its representative;
- 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 1.5 The form of relief requested.

#### H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.